

UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA
OMAHA DIVISION

FILED
U.S. DISTRICT COURT
DISTRICT OF NEBRASKA
05 MAY 20 PM 12:10
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RAYMOND L. SALTSMAN, JR.

Plaintiff,

vs.

VALMONT INDUSTRIES, INC.,

Defendant.

CASE NO.: 8:05CV238

PRO SE COMPLAINT FOR DAMAGES

Comes now the Plaintiff, Raymond L. Saltsman, Jr., pro se, and for his Complaint for Damages against the Defendant, Valmont Industries, Inc., alleges and states as follows:

JURISDICTION AND PARTIES

1. At all times relevant hereto, the Plaintiff, Raymond L. Saltsman, Jr., was a citizen of the United States and a resident of the City of Medaryville, County of Pulaski, in the State of Indiana.

2. At all times relevant hereto, the Defendant, Valmont Industries, Inc., was a Delaware corporation, and was doing business in Douglas County, Nebraska.

3. The amount in controversy herein exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs, and jurisdiction is appropriate pursuant to 28 U.S.C. §1332 (a).

FACTS

4. On May 22, 2003, Plaintiff, Raymond L. Saltsman, Jr., was employed as a truck driver and was a business invitee lawfully on the Defendant's property - a factory/loading dock - located in Valley, Nebraska.

5. While assisting an employee of Defendant in loading a semi trailer the Plaintiff, Raymond L. Saltsman, Jr., stepped onto a movable loading dock which was not properly positioned and/or locked, and fell approximately six (6) feet to the floor below.

6. Defendant and its agents, employees and servants, were in control of the premises, including the aforementioned loading dock, and had a duty to provide a safe and suitable work place for the Plaintiff.

7. As a direct and proximate result of the failure of the Defendant and its agents, servants and employees to discharge their aforesaid duty to maintain the loading dock in the proper position, Raymond L. Saltsman, Jr. suffered serious bodily injury; has incurred medical expenses; has lost wages; has experienced pain, suffering and disability and will likely experience further pain, suffering and damages in the future; and has incurred other losses and damages.

PRAYER OF RELIEF

WHEREFORE, Plaintiff, Raymond L. Saltsman, Jr., respectfully prays for judgement against Defendant in an amount commensurate with the evidence of his damages, for pre and post judgement interest, for costs of this action, for trial by jury and for all other relief just and proper in the premises.

Respectfully submitted,



Raymond L. Saltsman

Raymond L. Saltsman, Jr.
506 South Jefferson Street
Medaryville, IN 47957
(219)843-5523

USA
emp: 303955 19MAY05

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